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AGREEMENT

BETWEEN

**CALHOUN COUNTY, IOWA**

AND

**COMMUNICATIONS WORKERS OF AMERICA**

Representing Employees Of The

**SHERIFF'S DEPARTMENT DISPATCHERS**

Effective Date: July 1, 2006

Termination Date: June 30, 2009

#2959

opeiu-53-afl-cio

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THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 2006, by CALHOUN COUNTY, IOWA, hereinafter referred to as "County" or "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as "Union."

In consideration of the covenants hereinafter contained on behalf of the County and the Union, it is mutually agreed to as follows:

## **ARTICLE 1 INTENT AND PURPOSE**

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Calhoun County, Iowa.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the County, the Union, and the employees covered by this Agreement, and to assure effective and efficient operations of Calhoun County.

1.3 It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to prevent any strikes, work stoppages, or other interruptions of work or interference with the County's operations.

## **ARTICLE 2 RECOGNITION**

2.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit as defined by the Iowa Public Employment Relations Board in Case No. 3565.

INCLUDED: All dispatchers in the Calhoun County Sheriff's Department.

EXCLUDED: All supervisors, confidential secretaries, and others excluded by Section 4 of the Act.

## **ARTICLE 3 DEFINITIONS**

3.1 A regular employee is a full-time permanent employee who has completed his probationary period.

3.2 A temporary employee is one who works for a period of one hundred twenty (120) consecutive calendar days or less.

3.3 A regular part-time employee is an employee who works an average of twenty or more hours per week when computed on an annual basis from the date of most recent hire.

3.4 A part-time employee is an employee who works an average of less than twenty hours per week computed on an annual basis from the date of the most recent hire.

3.5 Part-time employees, and temporary employees, will only be hired to cover situations such as seasonal demands, replacement for absenteeism, replacement for vacations, or to fill out unusual scheduling requirement.

3.6 A probationary employee is one who has not completed six (6) months of continuous service with the County as a regular or regular part-time employee. During the probationary period, such employee may be terminated at the discretion of the County and such terminations will not be subject to the arbitration provisions of this Agreement. The County may hire such employee as is required to conduct its operations with the understanding that those employees are on trial for six (6) months and that the County will be the sole judge of the competency of the new employees during this period.

3.7 Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" and "regular part-time" employees. Regular employees will be entitled to all benefits prescribed in this Agreement and regular part-time employees will be entitled to fifty percent (50%) of the benefit of a regular employee.

3.8 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he becomes a regular employee or a regular part-time employee.

3.9 One "day" for the purpose of injury leave, vacation, sick leave, or funeral leave shall be eight hours.

#### **ARTICLE 4**

#### **COUNTY AND UNION RIGHTS AND RESPONSIBILITIES**

4.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the County must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part of its employees; (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the County; and (c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

4.2 In addition to all powers, duties, and rights of the County established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the County including without limitation on the generality of the foregoing, the right to manage the County's operations and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the County, to determine the size and location of the County's operations and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improve methods or facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote and demote employees for cause, and the right to lay off, the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and the number of persons to be employed by the County at any time and the right to enforce and require employees to observe rules and regulations set forth by the County; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

4.3 The list of management rights set forth in Section 4.2 is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power, and authority and prerogatives the County had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

4.4 The County and the Union will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the County or the Union because of race, creed, color, national origin, sex, age, disability or religion.

4.5 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right to the County's employees to refrain from Union membership. There shall be no discrimination by the County or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the County.

4.6 For purposes of investigating pending grievances and collecting dues, a duly authorized representative of the Union shall have access to County premises during non-working time with supervisors' prior consent. The County will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the County's operations or the work of its employees.

4.7 The County agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

4.8 The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including an unlawful or illegal refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the County.

4.9 No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including an unlawful or illegal refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the County.

4.10 In the event of a violation of Section 12 of the Iowa Public Employment Relations Act and/or Section 4.9 of this Article, the Union agrees that it will take immediate, affirmative, steps with the employees involved (such as public announcements, letters, bulletins, telegrams, and employee meetings) to bring about an immediate resumption of normal work.

4.11 In the event of a violation of Section 12 of the Iowa Public Employment Relations Act and/or Section 4.9 of this Article, any employee participating in such violation may be immediately discharged.

## **ARTICLE 5 HOURS OF WORK AND OVERTIME**

5.1 This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of hours of work per day, or days of work per week.

5.2 The normal workweek shall consist of not more than forty (40) hours and the normal work day shall consist of not less than eight (8) consecutive hours. The work schedule will consist of three (3) shifts to be assigned on a rotation basis. Employees will rotate through three (3) different shifts consisting of the following hours:

7:00 A.M. - 3:00 P.M.

3:00 P.M. - 11:00 P.M.

11:00 P.M. - 7:00 A.M.

5.3 All work performed in excess of eight (8) hours in a regularly scheduled work day and all work performed outside of their normal work schedule on non-scheduled days shall be paid at the time and one-half (1 1/2) rate of pay.

5.4 If the County requests overtime in a week which contains an observed holiday, the holiday will count as a day worked. Vacation time, sick leave, funeral leave, jury duty or other time off with pay shall be counted as time worked when computing overtime.

5.5 Employees shall be granted a meal period of thirty (30) minutes, which shall be scheduled in the middle of their shift. The employees will continue to perform all necessary duties during the meal, and not leave their work site.

5.6 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. Prior to any change in daily or weekly scheduling, the employee will be given as much advance notice as possible under the circumstances, up to seven days.

5.7 All employees shall be required to work overtime when requested by the County. The County shall notify the employee of the requested overtime work as soon as possible.

5.8 In the event that an employee is called back to work as the result of an emergency call, the employee will be guaranteed a minimum of two (2) hours compensation at one and one-half (1 1/2) times their normal rate.

5.9 An employee working overtime shall be allowed to take compensatory time off at the rate of one and one-half (1 1/2) times the hours worked. Said compensatory time off must be taken within twelve (12) months of the time earned or it is forfeited. Said compensatory time must be approved by the employee's supervisor before the time off work can be taken.

## **ARTICLE 6 HEALTH AND SAFETY**

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining the County policies, rules, and regulations as to health and safety.

6.2 All new employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the employees choice.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

7.1 A grievance shall be an alleged dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement or a dispute of controversy wherein an employee or group of employees feel that they have been treated unfairly. A grievance may be submitted by an employee or group of employees for whom the Union is the bargaining agent or by an authorized Union representative. A grievance will be settled in accordance with the following procedure:

7.2 Procedures: The investigation or processing of a grievance by the Union representative shall be carried out in a manner which does not interfere with normal operations of the Calhoun County Sheriff Department by first obtaining permission of the Sheriff or Calhoun County. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Union shall have no more than one member investigating or processing a single grievance. Time spent by the Union representative on a single grievance shall be without pay unless permission is requested from his immediate supervisor in advance, and such permission shall not be unreasonably withheld.

7.3 Time Limits: If a grievance is not presented within the time limits set herein it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit of any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal within the time limits then the Union may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and the Union involved in each step. After Step Two, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by written agreement of the parties.

7.4 Step One: Consistent with the intent of the parties that a grievance should be resolved, a grievance shall first be taken up by the grievant and/or his steward in writing on the proper form and submitted to the Sheriff of Calhoun County or his designated representative within seven (7) calendar days of the incident complained of. The Sheriff shall schedule a conference with the grievant, his/her Union Steward, within five (5) days of receipt of the complaint. Following the aforesaid conference, the Sheriff shall investigate the grievance and respond to it in writing, sending a copy to the grievant within five (5) days.

Step Two: If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall submit an appeal in writing to the Calhoun County Board of Supervisors, or their designated representative, within fourteen (14) calendar days. The Calhoun County Board of Supervisors or their designated representative shall, within fourteen (14) calendar days, make an investigation, discuss the grievance with the grievant, his/her Union representative and respond in writing, sending a copy to the grievant and the Union Steward.

Step Three: If the grievance is not settled in accordance with the foregoing procedure, the Union, may within thirty (30) calendar days after receipt of the Employer's answer in Step Two, invoke the impasse procedure with the Iowa Public Employees Relations Board for the purpose of selecting an arbitrator in this Agreement. The decision of the arbitrator shall be binding on both parties. The Union and the County shall share equally all expenses of the arbitrator and meeting rooms. If both parties agree a record of the proceedings shall be made with the cost shared. All witnesses for the case shall be at the expense of the party requesting appearance. The order for striking an arbitrator's name from the list received from the Iowa Public Employees Relations Board shall be determined by the flip of a coin.



7.5 Authority of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the County and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

7.6 Aggrieved employees and/or authorized Union representatives, not to exceed two in number, meeting with the County in respect to grievances, shall suffer no loss in regular pay as a result of time lost for such meetings from scheduled work at Grievances Steps One and Two.

7.7 All grievances will be presented on the attached grievance form. See Appendix B attached hereto for grievance report form.

## **ARTICLE 8 SENIORITY AND LAYOFF PROCEDURES**

8.1 All regular and regular part-time employees shall come within the seniority provisions of this Article. Seniority is defined as the regular or regular part-time employees length of continuous service with the County from his/her most recent date of hire.

8.2 In the event the County determines that employees must be laid off, the County shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform, and physical fitness are equal between or among affected employees, seniority shall govern. Employees may be required to submit to a physical examination at employers expense, if necessary to assist the County in making a determination on the physical fitness of employees.

8.3 Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the County of their current address during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

8.4 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within thirty (30) days.

8.5 The seniority and any recall right of employees shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is less.

8.6 Seniority among those qualified to do the work, shall be the determining factor in matters affecting assignment of hours (not days), vacations, and promotions.

8.7 Seniority will continue to accrue while the employee is on unpaid leave for military service. An employee will retain seniority upon unpaid leave for Union leave, personal illness, or other emergency leave. An employee promoted from the bargaining unit shall retain, but shall not continue to accrue, seniority during the period of such promotions.

## **ARTICLE 9 VACATIONS**

9.1 Subject to an in accordance with the provisions of this Article, paid vacations will be granted to regular employees pursuant to the following schedule:

- (1) A regular employee in the continuous active service of the County for one year as of the anniversary of his most recent date of hire shall be granted five (5) days vacation (40 hours) with pay at the regular hourly rate and regular employees in the continuous active service of the County for two years or more as of the anniversary date of his most recent date of hire shall be granted ten (10) days vacation (80 hours) with pay at the regular hourly rate.
- (2) A regular employee in the continuous active service of the County for five years or more as of the anniversary of his most recent date of hire shall be granted twelve (12) days vacation (96 hours) with pay at the regular hourly rate.
- (3) A regular employee in the continuous active service of the County for nine years or more as of the anniversary of his most recent date of hire shall be granted fifteen (15) days vacation (120 hours) with pay at the regular hourly rate.
- (4) A regular employee in the continuous active service of the County for fifteen (15) years or more as of their anniversary of his most recent date of hire shall be granted twenty (20) days vacation (160 hours) with pay at the regular hourly rate.
- (5) A regular employee in the continuous active service of the County for twenty (20) years or more as of their anniversary of his most recent date of hire shall be granted twenty-five (25) days vacation (200 hours) with pay at the regular hourly rate.

9.2 The purpose of a vacation is to enable the employee to enjoy periodic rest from their regular job so that he may return to his work refreshed. The vacation year will be the eligible employees anniversary date to anniversary date. Accordingly:

- (1) A vacation may not be carried over from one year to the next and must be taken prior to the employee's next anniversary date, or it will be forfeited provided however that employees may accumulate and carry over unused vacation up to five (5) days.
- (2) No vacation pay will be paid for vacations not taken.

9.3 Vacations will, so far as possible, be granted at times most desired by eligible employees so long as they do not conflict with the County's operations, provided, however, that the final right to allot vacation periods and the right to change such allotments is reserved exclusively to the County.

9.4 Vacation time and compensatory time (as referred to in Article 5.9) may be taken in increments of one half day.

## **ARTICLE 10 SICK LEAVE**

10.1 Sick leave may be accumulated at the rate of two days per month of paid employment. Sick leave may be accumulated up to one hundred twenty (120) days. The County may require a Doctor's certificate as satisfactory evidence of sickness. If an employee voluntarily leaves County employment, or is discharged, he automatically loses all accumulated sick leave. The Sheriff will be notified as soon as practical by the affected employee. Sick leave can be taken one hour at a time. All sick leave used prior to or immediately after a planned vacation or holiday, will require a Doctor's certificate. If sick leave is requested in such a situation and no Doctor's certificate provided, the employee will be charged with vacation time. Employees sick for more than three (3) consecutive days may require a Doctor's certificate. The employee's sick leave of twenty-four (24) days per year may include six (6) days of leave for medical problems related to the employee's spouse, children or grandchildren.

10.2 An employee who has used up his paid sick time, comp time, and vacation time will be carried and retain his seniority for eighteen (18) months from such time, before being separated from the payroll.

10.3 Sick leave, to the extent available, may be used for childbirth. If accumulated sick leave does not cover the time away from the job, as defined by a Doctor's certificate relating to the mother/employee, then an unpaid maternity leave shall be granted. However, in no event shall the paid and/or unpaid leave exceed one hundred twenty (120) days for a "regular employee." The employee shall be returned to her previous job and hours, following the

expiration of this maternity leave.

10.4 Employees who have accumulated the maximum sick leave of one hundred twenty (120) working days will continue to accumulate sick leave at the rate of two (2) days of each month of employment in a segregated account to be used in the following manner:

- (1) When an employee has accumulated twelve (12) working days in their segregated account, he or she will be entitled to one (1) day of special compensatory time. This special compensatory time shall not exceed five (5) days.
- (2) When an employee uses sick leave they must replace their sick leave up to the maximum of one hundred twenty (120) working days before they can again begin to accumulate sick leave days in their segregated account. Under no circumstances will an employee lose sick leave days in their segregated account due to an interruption caused when an employee replaces sick leave in the primary sick leave account to reach their maximum of one hundred twenty (120) working days.

## **ARTICLE 11 INJURY LEAVE**

11.1 For an employee injured on the job, Calhoun County will pay the difference between his or her net pay, which is gross pay after mandatory deductions, and his or her Worker's Compensation benefits for thirty-five (35) working days from the date of the injury. In the event more than thirty-five (35) working days is required, the injured employee may use his or her sick leave to supplement his or her Worker's Compensation Benefits, until all accumulated sick leave has been utilized. All Worker's Compensation Benefits will be paid directly to the injured employee.

## **ARTICLE 12 HOLIDAYS**

12.1 Subject to and in accordance with the provisions of this Article, regular employees and regular part-time employees shall be granted holiday pay equal to the regular hourly rate of pay times their regularly scheduled hours for the following holidays, except in the case of regular part-time employees who will receive one-half the total of any regular employee:

New Year's Day  
President's Day  
Martin Luther King's Birthday  
Memorial Day  
Fourth of July  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Two "floating" Holidays to  
be taken at employee's discretion

12.2 If an employee works on a paid holiday, he/she will receive time and one-half (1 1/2) his/her straight hourly wage for each hour worked plus holiday pay, or the employee may elect to take compensatory time off at the one and one-half (1 1/2) time rate plus holiday pay. If a regular part-time employee works an eight (8) hour shift on a paid holiday, he/she shall receive the same compensation as a regular employee. If a regular part-time employee does not work on a paid holiday, he/she will be compensated for four (4) hours.

12.3 If a recognized holiday falls within an employee's vacation, the employee will receive another day's vacation.

12.4 Holidays and the pay treatment thereof will be observed on actual holidays and not necessarily the observed holiday in lieu of.

12.5 Employee who works shift assignments on a recognized holiday will be eligible for holiday pay treatment according to the following schedule:

- (1) CHRISTMAS: the afternoon shift beginning 3:00 P.M. on December 24<sup>th</sup>, the night shift beginning at 11:00 P.M. on December 24<sup>th</sup>, and the day shift beginning at 7:00 A.M. on December 25<sup>th</sup>.
- (2) NEW YEAR'S: the afternoon shift beginning at 3:00 P.M. on December 31<sup>st</sup>, the night shift beginning at 11:00 P.M. on December 31<sup>st</sup>, and the day shift beginning at 7:00 A.M. on January 1<sup>st</sup>.
- (3) ALL OTHER HOLIDAYS: will consider the holiday as being 11:00 P.M. on the night preceding the holiday through 11:00 P.M. on the actual day of the holiday.

### **ARTICLE 13 FUNERAL LEAVE**

13.1 Each employee is allowed three (3) days off with pay in connection with a funeral or death of an employee's parent, spouse or child. Each employee will be allowed a paid day off to attend the funeral of a relative, not in the employee's immediate family. With prior approval of his department head, an employee may also be allowed time with pay to attend the funeral of a close friend.

### **ARTICLE 14 INSURANCE**

14.1 Group Health Insurance benefits are available to employees upon application. The County shall pay all of the regular employees individual premium for the group hospital, medical and

major medical insurance designated by the County. The designated group policy will be the Self Funded Health Plan 243-168 and Drug Plan 75-148 administered by Wellmark Blue Cross and Blue Shield of Iowa, the employees' deductible \$250 per person and \$500 per family coverage with the maximum out of pocket expense of \$750 per person and \$1500 per family during year one. In year two (2) and three (3) of this Agreement the employees' deductible will be \$500 per person and \$1,000 per family coverage with the maximum out of pocket expense \$1,000 per person and \$2,000 per family. The County shall pay one hundred percent (100%) of a regular employee's dependent coverage premium commencing with the effective date of this Agreement. The County's participation in group insurance coverage shall cease immediately upon the termination of a regular employee's employment.

14.2 It is understood that the employees will voluntarily participate in the current carrier's "Alliance Select" program, which does not reduce benefits but which does require certain prior approvals and some outpatient surgeries, among other things.

## **ARTICLE 15 CLOTHING AND VISION ALLOWANCE**

15.1 The County shall allow each regular, full-time employee an allowance for uniforms and their maintenance, in the amount of Two Hundred Dollars (\$200.00). These funds will be reimbursed to said employees upon presentation of appropriate proof of purchase and payment.

15.2 The County will reimburse full-time employees for the expense of an annual eye examination, once during each year of this contract, from a doctor of optometry, upon presentation of proof of payment by the employee. In addition, the County will similarly reimburse each full-time employee up to \$200.00 in each year of this contract for the purchase of eyeglasses, contact lenses, or for other vision aids, upon receipt of proof of payment.

## **ARTICLE 16 WAGES**

16.1 The minimum rates of pay for all employees as described in Article III are set out in Appendix A, which is attached to this Agreement and by this reference made a part hereof.

16.2 Paychecks will be issued on a bi-weekly basis for the actual time reported in the previous bi-weekly time sheet, and will be distributed on Fridays.

## **ARTICLE 17 DUES DEDUCTION**

17.1 The County will make monthly deductions from the wages of each employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues and initiation fees in the amounts certified in such

authorizations, and remit such monies to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon his written notice to the County, and shall automatically be canceled upon termination of employment. The Union agrees to indemnify and hold the County harmless against any claim or liability arising out of the operation of this Article.

## **ARTICLE 18**

### **GENERAL PROVISIONS: TERMS OF AGREEMENT**

18.1 The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.2 Should any clause or provision of this Agreement be declared illegal by a decree of a court of competent jurisdiction, or by legislation, such invalidation shall not affect the remaining parts of this Agreement and it shall remain in full force and effect.


18.3 This Agreement shall become effective the 1<sup>st</sup> day of July, 2006, and remain in full force and effect until the 30<sup>th</sup> day of June, 2009, and shall automatically continue in effect from year to year thereafter, unless either party hereto gives the other party notice not less than sixty (60) days prior to December 1, 2008, or any succeeding December 1, of its desire to modify or terminate this Agreement.

18.4 During or following an emergency situation, the communications operator on duty may call the Sheriff, or his designee, requesting authority to call in additional, approved assistance for as long as the emergency situation persists.

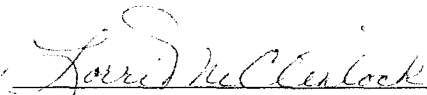
IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representatives this 6th day of April, 2006.

CALHOUN COUNTY, IOWA

COMMUNICATIONS WORKERS OF  
AMERICA

  
Chairman, Board of Supervisors

  
CWA Representative

  
CWA Bargaining Committee Person



## APPENDIX "A"

### WAGE SCHEDULE

<u>CLARIFICATION</u>	<u>RATE OF PAY</u> <u>EFF. JULY 1, 2006</u>	<u>RATE OF PAY</u> <u>EFF. JULY 1, 2007</u>	<u>RATE OF PAY</u> <u>EFF. JULY 1, 2008</u>
	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
Chief Communications Operator	\$13.56	\$14.86	\$15.30
Communications Operator	\$13.21	\$14.51	\$14.95

Probationary Employees shall be paid 50¢ per hour less than the applicable hourly rate set forth above.

Longevity pay of 15¢ per hour will be added to the hourly rate of full-time permanent employees, regular part-time employees and part-time employees at the completion of each ten (10) consecutive years of employment from the date of their hire.

Night Differential will be paid for hours worked in the following table:

3:00 p.m. -- 11:00 p.m.	\$. <u>10</u> per hour
11:00 p.m. -- 7:00 a.m.	\$. <u>15</u> per hour

**APPENDIX "B"**

**GRIEVANCE REPORT**

NATURE OF GRIEVANCE: (STEP ONE)

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Union Representative/Employee

**SHERIFF 'S PROPOSED DISPOSITION: (STEP ONE)**

Union: \*Accepts                      \*Rejects                      \*Appeals

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Union Representative                      Employer Representative

**CALHOUN COUNTY BOARD OF SUPERVISORS**  
**PROPOSED DISPOSITION: (STEP TWO)**

Union: \*Accepts                      \*Rejects                      \*Appeals

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Union Representative                      Employer Representative

**ARBITRATION: (STEP THREE)**

See Step Three of Grievance Procedure, Article 7.4

\*Rules out if not applicable

Use reverse side or attach additional information as required.